

AMENDED IN SENATE JULY 9, 2003

AMENDED IN ASSEMBLY APRIL 28, 2003

CALIFORNIA LEGISLATURE—2003–04 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1059**

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**Introduced by Assembly Member Lieber**  
**(Coauthors: Assembly Members Koretz and Levine)**  
**(Coauthor: Senator Romero)**

February 20, 2003

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An act to amend Section 1942.5 of, *and to add Section 1953.5 to*, the Civil Code, relating to landlord and tenant.

LEGISLATIVE COUNSEL'S DIGEST

AB 1059, as amended, Lieber. Landlord and tenant: retaliatory acts.

(1) Existing law provides that a lessor or the agent of a lessor is liable to a lessee for, among other things, punitive damages of not less than \$100 nor more than \$1,000 for specified retaliatory acts where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

This bill would increase the maximum punitive damages allowed from \$1,000 to \$2,000. The bill would also make other technical, nonsubstantive changes.

(2) *Existing law prohibits a landlord from retaliating against a tenant because the tenant has exercised specified rights, such as a complaint regarding the tenantability of a dwelling. Existing law provides that a landlord in a rent control jurisdiction who evicts a tenant*

*based on a fraudulent intention to occupy the tenant's unit may be liable for treble damages.*

*This bill would make it unlawful for a landlord or the landlord's agent, assignee, representative, or manager to use fraud, intimidation, or coercion to influence a tenant to vacate a rental dwelling. The bill would provide that a tenant prevailing in an action to enforce these rights is entitled to an award not to exceed \$2,000 for each violation, and would permit a court to award attorney's fees to a prevailing party.*

Vote: majority. Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 1942.5 of the Civil Code is amended to  
2 read:

3 1942.5. (a) If the lessor retaliates against the lessee because  
4 of the exercise by the lessee of his rights under this chapter or  
5 because of his complaint to an appropriate agency as to  
6 tenantability of a dwelling, and if the lessee of a dwelling is not in  
7 default as to the payment of his rent, the lessor may not recover  
8 possession of a dwelling in any action or proceeding, cause the  
9 lessee to quit involuntarily, increase the rent, or decrease any  
10 services within 180 days of any of the following:

11 (1) After the date upon which the lessee, in good faith, has  
12 given notice pursuant to Section 1942, or has made an oral  
13 complaint to the lessor regarding tenantability.

14 (2) After the date upon which the lessee, in good faith, has filed  
15 a written complaint, or an oral complaint which is registered or  
16 otherwise recorded in writing, with an appropriate agency, of  
17 which the lessor has notice, for the purpose of obtaining correction  
18 of a condition relating to tenantability.

19 (3) After the date of an inspection or issuance of a citation,  
20 resulting from a complaint described in paragraph (2) of which the  
21 lessor did not have notice.

22 (4) After the filing of appropriate documents commencing a  
23 judicial or arbitration proceeding involving the issue of  
24 tenantability.

25 (5) After entry of judgment or the signing of an arbitration  
26 award, if any, when in the judicial proceeding or arbitration the  
27 issue of tenantability is determined adversely to the lessor.



1 In each instance, the 180-day period shall run from the latest  
2 applicable date referred to in paragraphs (1) to (5), inclusive.

3 (b) A lessee may not invoke subdivision (a) more than once in  
4 any 12-month period.

5 (c) It is unlawful for a lessor to increase rent, decrease services,  
6 cause a lessee to quit involuntarily, bring an action to recover  
7 possession, or threaten to do any of those acts, for the purpose of  
8 retaliating against the lessee because he or she has lawfully  
9 organized or participated in a lessees' association or an  
10 organization advocating lessees' rights or has lawfully and  
11 peaceably exercised any rights under the law. In an action brought  
12 by or against the lessee pursuant to this subdivision, the lessee shall  
13 bear the burden of producing evidence that the lessor's conduct  
14 was, in fact, retaliatory.

15 (d) Nothing in this section shall be construed as limiting in any  
16 way the exercise by the lessor of his *or her* rights under any lease  
17 or agreement or any law pertaining to the hiring of property or his  
18 *or her* right to do any of the acts described in subdivision (a) or (c)  
19 for any lawful cause. Any waiver by a lessee of his *or her* rights  
20 under this section is void as contrary to public policy.

21 (e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor  
22 may recover possession of a dwelling and do any of the other acts  
23 described in subdivision (a) within the period or periods  
24 prescribed therein, or within subdivision (c), if the notice of  
25 termination, rent increase, or other act, and any pleading or  
26 statement of issues in an arbitration, if any, states the ground upon  
27 which the lessor, in good faith, seeks to recover possession,  
28 increase rent, or do any of the other acts described in subdivision  
29 (a) or (c). If ~~such~~ *the* statement ~~be~~ *is* controverted, the lessor shall  
30 establish its truth at the trial or other hearing.

31 (f) Any lessor or agent of a lessor who violates this section shall  
32 be liable to the lessee in a civil action for all of the following:

33 (1) The actual damages sustained by the lessee.

34 (2) Punitive damages in an amount of not less than one hundred  
35 dollars (\$100) nor more than two thousand dollars (\$2,000) for  
36 each retaliatory act where the lessor or agent has been guilty of  
37 fraud, oppression, or malice with respect to that act.

38 (g) In any action brought for damages for retaliatory eviction,  
39 the court shall award reasonable attorney's fees to the prevailing

1 party if either party requests attorney's fees upon the initiation of  
2 the action.

3 (h) The remedies provided by this section shall be in addition  
4 to any other remedies provided by statutory or decisional law.

5 *SEC. 2. Section 1953.5 is added to the Civil Code, to read:*

6 *1953.5. (a) It is unlawful for a lessor, or the lessor's agent,*  
7 *assignee, representative, or manager to use fraud, intimidation, or*  
8 *coercion to influence a tenant to vacate a rental dwelling unit.*

9 *(b) A tenant that prevails in a civil action, including an action*  
10 *in small claims court, to enforce his or her rights under this section*  
11 *is entitled to an award in an amount not to exceed two thousand*  
12 *dollars (\$2,000) for each violation.*

13 *(c) In any action brought to enforce this section, the court may*  
14 *award reasonable attorney's fees to the prevailing party, if either*  
15 *party requests attorney's fees upon the initiation of the action.*

16 *(d) The remedies provided by this section shall be in addition*  
17 *to any other remedies provided by statutory or decisional law.*

